

03/16/04

# Adopted

TOWN OF RIVERHEAD  
COMMUNITY DEVELOPMENT AGENCY

Resolution # 5

**AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH  
EASTERN LONG ISLAND AUDUBON SOCIETY, INC.**

COUNCILMAN DENSIESKI offered the following resolution, was seconded by

COUNCILWOMAN BLASS :

**WHEREAS**, the Eastern Long Island Audubon Society, Inc. wishes to maintain bird boxes that were installed on the EPCAL property for the purposes of observing bird populations at the site and the Town wishes to allow the activity proposed by the Audubon Society,

**NOW, THEREFORE BE IT HEREBY RESOLVED**, that the Chairman is hereby authorized to execute the attached license agreement, and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Audubon Society, the Office of Accounting; the Community Development Agency and the Office of the Town Attorney.

**THE VOTE**

Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Sanders	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no			

THE RESOLUTION ☒ WAS ☐ WAS NOT  
THEREFORE DULY ADOPTED

## LICENSE

License ("License"), made as of the        of        2004, by and between the Town of Riverhead Community Development Agency, ("Licensor") having an address at 200 Howell Avenue, Riverhead, New York and Eastern Long Island Audubon Society, Inc, ("Licensee"), having an address at Box 802, Center Moriches, NY 11934, New York, a not-for-profit corporation.

## W I T N E S S E T H

WHEREAS, Eastern Long Island Audubon Society, Inc wishes to utilize Town of Riverhead property located at EPCAL for the purpose of monitoring bird boxes and the watching of birds located at the EPCAL; and

WHEREAS, the Town of Riverhead wishes to grant the Licensor the right to conduct the aforementioned activity;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves and their successors, hereby agrees as follows:

1. Licensing: Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee the right to use the Licensed premises.

2. Term of the License. The term of this License (the "term") shall commence on April 1, 2004 and shall end on September 1, 2004.

3. Condition of the License Properties. Licensee is familiar with the licensed premises, has examined same. Notwithstanding the foregoing, licensee agrees to accept the licensed property "as is".

4. Insurance and Indemnification: Licensee will be responsible for providing comprehensive general liability insurance in the amount of not less than \$2,000,000 with a company or companies reasonably satisfactory to the Licensor. Licensee will provide certificates of the foregoing insurance, showing the Town of Riverhead and the Town of Riverhead Community Development Agency as "additional insured" to the extent of their interest. Finally, licensee agrees to indemnify and hold CDA, the Town of Riverhead and their respective officers, employees, agents, representatives and officials harmless from any and all loss or liability associated with its use of the property and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by licensee and its employees, agents, representatives and concessionaires of the Property, excepting liability solely caused by the gross negligence of CDA or its employees, agents or representatives. Without limiting the generality of the foregoing, Licensee agrees to indemnify and hold CDA and the Town of Riverhead harmless from any lien claimed or asserted for labor, materials or services furnished to licensee in connection with the use of the property. With respect to any suit or claim by CDA whether under this indemnification provision or otherwise, Licensee, for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable attorneys fees incurred by CDA securing compliance with the provision of this indemnification agreement.

6. License Fee. In consideration of the type of work to be conducted at the premises by the licensee, the Town of Riverhead CDA hereby waives any licensee fee.

7. Use of License Property. Licensee agrees to utilize the licensed properties exclusively for the purpose of bird watching and monitoring.

8. Insurance. Shall be maintained as per the attached contract and in coordination with the Town of Riverhead to ensure adequate coverage of all property and liability with all concerned entities being named as additional insured.

9. Repair, Maintenance and Inventory of License Properties.

a) Licensee agrees to maintain the licensed area free of trash and debris and to return the premises back to its original condition following completion of the license term.

b) The licensee shall not be permitted to alter the licensed properties without the prior permission of the licensor.

10. Assignment. Notwithstanding anything to the contrary contained in the License, Licensee shall not assign this license, license the license property, in whole or in part, or permit licensee's interest to be vested in any other party other than licensee by operation of law or otherwise. A transfer of more than fifty (50%) percent at any one time, or in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly shall be deemed to be an assignment of this License.

11. Indemnity: Licensee shall indemnify and hold the Licensors harmless from and against any and all claims, actions, liabilities, losses (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorney fees and expenses), arising from or in connection with the use of the licensed property.

12. Notices: Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensors, it shall be addressed to the attention of the Riverhead Town Supervisor at 200 Howell Avenue, Riverhead, New York. If such notice is directed at the Licensee, it shall be addressed to PO Box 802, Center Moriches, NY 11934.

13. Miscellaneous: Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this agreement, which alone, fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This license may not be changed or terminated orally, or in any manner, other than in writing signed by the party against whom enforcement is sought.

14. Cross Default: To the extent that the Licensors and Licensee are parties to related agreements, any default under the related agreements shall be deemed to be a default under this License, and any

default under this license shall be deemed a default under such similar agreements.

IN WITNESS WHEREOF, Licensor and Licensee do hereby execute this License as of the date and year first above written.

TOWN OF RIVERHEAD

By: \_\_\_\_\_

Eastern Long Island Audubon Society, Inc.

By: \_\_\_\_\_